



**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Agere Systems Guardian Corp.

Application No./Patent No.: 09/596,382 Filed/Issued Date: 06/16/2000

Entitled: Process For Manufacturing An Integrated Circuit Including A Dual-Damascene Structure And A Capacitor  
Agere Systems Guardian Corp., corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is :

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

In the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel\_\_\_\_, Frame\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From                      Inventor(s) To: Lucent Technologies Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 010926, Frame 0066, or for which a copy thereof is attached.
2. From Lucent Technologies Inc. To: Agere Systems Guardian Corp.  
The document was recorded in the United States Patent and Trademark Office at  
Reel                     , Frame                     , or for which a copy thereof is attached.
3. From                      To:                       
The document was recorded in the United States Patent and Trademark Office at  
Reel                     , Frame                     , or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☐ Copies of assignments or other documents in the chain of title are attached.

[Note: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

March 22, 2001  
Date

Anthony Grillo

(Typed or printed name)

Signature

Corporate Counsel

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U. S. Patent And Trademark Office, Washington, D. C. 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, D. C. 202 31.



**EXECUTION COPY**

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**PATENT ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**AGERE SYSTEMS GUARDIAN CORP.**

**Dated as of January 30, 2001**

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## PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

### RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 

Daniel P. McCurdy  
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: 

Fred M. Romano  
President





Execution Copy

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )

: ss:

COUNTY OF SOMERSET )

I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and

b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name TAMORA ANNE HANNA  
Notary Public Notary Public of New Jersey  
My Commission Expires Registered in Hunterdon County  
[Notarial Seal] My Commission Expires March 25, 2002

STATE OF FLORIDA )

: ss:

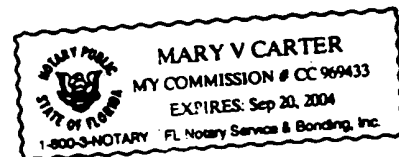
COUNTY OF ORANGE )

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and

b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name  
Notary Public  
My Commission Expires:  
[Notarial Seal]





APPENDIX B (continued)  
Transferred Patents

Case Nam	Filing Dat	Issue Date	Patent N .	Serial No.
Chetlur 16-150-3	2/16/2000			60/182966
Chetlur 2-1-3	7/23/1998		09/121216	
Chetlur 4-4-65-1-1	8/23/1999			09/378856
Chetlur 5-34-5-33-1-66	8/11/1999			09/372271
Chetlur 6-10-63-84-10	7/30/1999			09/364767
Chetlur 8-5-96-3-2	8/23/1999			09/379055
Cheung 1-2-1-1-33-2	10/11/1999			60/158874
Cheung 6	5/24/1999			09/317430
Cheung 7-1	4/28/2000			09/560935
Chew 7-11-5-49-8	3/20/2000			09/528753
Chin 1-7-3	6/17/1993		08/079310	
Chittipeddi 22	11/30/1994		08/347527	
Chittipeddi 24-6	10/26/1994		08/329806	
Chittipeddi 30-9	12/22/1995	6/20/2000	6078035	
Chittipeddi 34-10-10	1/16/1996		08/587061	
Chittipeddi 42-19	4/10/1997		08/889934	
Chittipeddi 47-8	8/26/1998	6/27/2000	6080625	
✓ Chittipeddi 48-36	8/26/1998		09/140270	
Chittipeddi 49-9	8/26/1998		09/140276	
Chittipeddi 50-10	9/28/1998	7/11/2000	09/162247	6087732
Chittipeddi 51-10	4/22/1999			09/298068
Chittipeddi 54-44	1/23/1999			09/236406
Chittipeddi 55-23-14	4/8/1999			09/288746
Chittipeddi 56-16	2/26/1999			09/259001
Chittipeddi 57-11	5/5/1999			09/305766
Chittipeddi 59-108	12/20/1999			09/467253
Chittipeddi 60-26-15	12/16/1999			09/465089
Chittipeddi 61-113	8/30/1999			09/386065
Chittipeddi 62-114	8/30/1999			09/385165
Chittipeddi 63	11/18/1999			09/442688
Chittipeddi 66-27-16	12/16/1999			09/465075
Chittipeddi 67-27-19	1/6/2000			09/479288
Chittipeddi 69-130-145	1/21/2000			09/488810
Chittipeddi 70-13	2/15/2000			09/503814
Chittipeddi 71-53-154	4/4/2000			09/542763
Chittipeddi 72-20-3	6/2/2000			09/586384
Chittipeddi 73-29-155	4/25/2000			09/557536
Chittipeddi 75-11	7/7/2000			09/611907
Chittipeddi 78-17	7/17/2000			09/617687
✓ Chittipeddi 79	6/16/2000			09/596382
Chittipeddi 80	6/16/2000			09/595642
Chittipeddi 81-134-160	6/29/2000			09/606833
Chittipeddi 82	8/11/2000		09/636447	
Chittipeddi 83-28-19	8/31/2000		09/652571	
Chiussi 10-3	2/9/1999			09/247779
Chiussi 11-4	2/9/1999			09/247742
Chiussi 12-1	5/14/1999			09/312253
Chiussi 13-2	5/14/1999			09/312268
Chiussi 14-4-1	11/6/1998			09/187141
Chiussi 15-5	11/3/1999			09/432976
Chiussi 16-5-2	11/4/1999			09/434031
Chiussi 17-6-3	3/19/1999			09/273017
Chiussi 18-6-3	6/2/2000			09/587149
Chiussi 19-7	6/22/2000			09/599250
Chiussi 20-8	6/2/2000			60/208755
Chiussi 9-2-15	10/30/1998			09/182884
Chlipala 6-14-18-4	5/30/2000			09/583115
Chodnekar 1-24-10-8-4-10	9/29/1999			09/407857
Chodnekar 2-9	6/23/2000			09/602556
Choi 1	9/10/1998		09/150529	